

MIAMI-DADE COUNTY  
BLANKET PURCHASE ORDER

BPO ID: ABCW1300187 PRINT DATE: 04/18/2013 PAGE: 01

\*\* UPDATED/REVISED BPO \*\*

VENDOR ID: 980358175 PRIME VENDOR SET ASIDE :  
TRAPEZE SOFTWARE GROUP INC SUBVENDOR GOAL : 00%  
8360 EAST VIA DE VENTURA, SUITE L-200 PRIME VENDOR COMMITMENT: 00%  
SCOTTSDALE AZ 85258

SHIP TO:  
AS SPECIFIED ON INDIVIDUAL ORDERS PLEASE REFER ALL QUESTIONS  
CONCERNING THIS ORDER TO:  
WATERS, MARGARET  
(305) 375-4914

ITB ID	EXPR DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	12/21/2013	NET30	789,882.28

BID NUMBER  
BW7961-3/11-3

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ITEM COMMODITY ID U/M UNIT COST  
\*\*\*\*\*  
001 920-45

SOFTWARE MAINTENANCE/SUPPORT SERVICES  
OPTION TO RENEW 3  
CONTACT: MARIA ALVAREZ 305-375-3256.

END OF ITEM LIST

AUTHORIZED DEPTS/USERS

AUTHORIZED DEPT:	MT*****	ALLOCATION:
CALLER ID	CALLERS NAME	PHONE NUMBER

*****	\$789,882.28	( ) -
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TERMS:

"PURCHASES UNDER THIS AGREEMENT MAY BE FUNDED BY GRANTS FROM THE  
CONTINUED, NEXT PAGE

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FEDERAL TRANSIT ADMINISTRATION (FTA). THE TERMS AND CONDITIONS SET FORTH IN FTA CIRCULAR # 4220-1E AND 49 CFR PART 26 ARE INCORPORATED BY REFERENCE AND THE VENDOR ACKNOWLEDGES AND AGREES TO COMPLY WITH THIS PROVISIONS. FTA MANDATED TERMS SHALL BE DEEMED TO CONTROL IN THE EVENT OF A CONFLICT WITH OTHER PROVISIONS CONTAINED IN THIS AGREEMENT."

TERMINATION FOR CONVENIENCE

THE COUNTY, AT ITS SOLE DISCRETION, MAY TERMINATE THIS CONTRACT WITHOUT CAUSE BY PROVIDING THE VENDOR WITH THIRTY (30) DAYS WRITTEN NOTICE. UPON THE RECEIPT OF SUCH NOTICE, THE VENDOR SHALL NOT INCUR OR CHARGE FOR ANY ADDITIONAL COSTS UNDER THIS CONTRACT. THE COUNTY SHALL BE LIABLE ONLY FOR REASONABLE COSTS INCURRED BY THE VENDOR AS DETERMINED BY THE COUNTY, REGARDLESS OF THE METHOD OF PAYMENT REQUIRED BY THIS CONTRACT. THE COUNTY SHALL BE THE SOLE JUDGE OF REASONABLE COSTS. ANY PREPAID FEES SHALL BE RETURNED ON A PRO-RATA BASIS TO THE COUNTY WITHIN FORTY-FIVE (45) DAYS AFTER THE DATE OF TERMINATION.

TERMINATION FOR DEFAULT

THE COUNTY MAY TERMINATE THIS CONTRACT UPON THE FAILURE OF THE VENDOR TO COMPLY WITH ANY PROVISION AND/OR REQUIREMENT OF THIS CONTRACT. THE COUNTY'S DECISION NOT TO TAKE IMMEDIATE ACTION UPON FAILURE TO PERFORM SHALL NOT BE CONSTRUED AS A WAIVER OF THE ABILITY OF THE COUNTY TO TAKE ADDITIONAL ACTION AT A LATER DATE AND TIME. THE COUNTY ALSO HAS THE ABILITY TO PLACE THE VENDOR ON PROBATION AND/OR TERMINATE ANY PORTION OF THIS CONTRACT. THE DATE OF TERMINATION SHALL BE STATED IN A WRITTEN NOTICE TO THE VENDOR. ANY PREPAID FEES SHALL BE RETURNED ON A PRO-RATA BASIS TO THE COUNTY WITHIN FORTY-FIVE (45) DAYS AFTER CONTINUED, NEXT PAGE

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THE DATE OF TERMINATION.  
THE COUNTY MAY ALSO DEBAR OR SUSPEND THE  
VENDOR FROM CONDUCTING BUSINESS WITH THE  
COUNTY, AND/OR ELIMINATE THE DEFAULTED  
VENDOR FROM CONSIDERATION IN FUTURE BID  
SOLICITATIONS, IN ACCORDANCE WITH  
APPROPRIATE COUNTY ORDINANCES, RESOLU-  
TIONS AND/OR ADMINISTRATIVE ORDERS.

AUTHORIZED SIGNATURE:

\*\* UPDATED/REVISED BPO \*\*

DATE:

4/10/13

\*\*\*\*\* LAST PAGE \*\*\*\*\*